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- 6 a mechanism for displaying said menu; and
- 7 a mechanism for transmitting order information, said order information being based
- 8 upon said information about available items.

Remarks

Reconsideration of the application, as amended, is requested. Claims 1, 11, 20, 24, 34, 43, 46, 48, 49, and 50 have been amended. Claim 47 has been cancelled. No new matter has been added. Claims 1-46 and 48-52 remain in this application.

In section 3 of the Office Action, the Examiner rejects claim 46 under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter of the invention. Claim 46 has been amended such that it more clearly sets forth “an apparatus for servicing a customer.” Accordingly, Applicant submits that claim 46, as amended, is not indefinite under 35 U.S.C. § 112 for failing to particularly point out and distinctly claim the subject matter of the invention.

In sections 5 and 8 of the Office Action, the Examiner rejects the claims under 35 U.S.C. §§ 102, 103 in view of Camaisa et al. (U.S. Patent No. 5,845,263). Applicant has amended independent claims 1, 11, 20, 24, 34, 43, 46, and 50 to overcome these rejections. In particular, Applicant has amended the independent claims to better point out that Applicant’s invention pertains to a customer supplied, portable device that is introduced into and out of a network by the customer. Therefore, the claims now require that the customer device be moved from a first position to a second position, wherein the

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second position is within range of the repeatedly transmitted signal. As can be understood from Applicant's specification, the signal is repeatedly transmitted so that the user need not initiate a connection. The user need only move the customer device within range of the signal to be presented with the available items.

Camaisa, on the other hand, does not teach, disclose, or suggest such a mechanism. The wireless customer terminal of Camaisa (as cited by the Examiner in column 6, lines 26-37) is an on-premise device, meaning that in the Camaisa system there is no question of whether or not the device is, or is not, within range. While Camaisa does contemplate a remote customer terminal (see column 7, lines 19-24), the terminal is connected via modem, again meaning that the Camaisa system does not deal with the concerns of range or of signal timing.

In view of the above claim adjustments, Applicant submits that claims 1-46 and 48-52 are novel and unobvious relative to the Camaisa reference, and as such, are in condition for allowance. The Examiner is encouraged to contact Applicant's Attorney by telephone if the Examiner feels that outstanding issues remain.

Respectfully submitted,

By: 

Steven W. Roth

Registration No. 34,712

IBM Corporation - Department 917

3605 Highway 52 North

Rochester, Minnesota 55901-7829

Telephone: (507) 253-1600

Fax No.: (507) 253-2382

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